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ABSTRACT

This collective bargaining agreement between the Area Board of Vocational, Technical, and Adult Education District One and the District One Vocational, Technical Teachers' Association establishes management, faculty, and union rights and terms of employment for July 1985 to June 1986. The 12 articles in the agreement set forth provisions related to: (1) recognition and rights of the union; (2) management rights; (3) dues checkoff; (4) grievance procedures; (5) working conditions, including seniority, transfer procedures, promotion procedures, summer school, professional standards, retirement policy, teaching assignments and duties, evaluation procedures, and academic freedom; (6) administrative responsibility for informing faculty of special student needs; (7) safety and health; (8) personal and professional leaves of absence; (9) salary and fringe benefits; (10) administrative directives; (11) advisory committee meetings; and (12) rules governing the agreement. A salary schedule and school calendar are appended. (EJV)

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July 1985 - June 1986

# Agreement Between Area Board of Vocational, Technical and Adult Education District One and District One Vocational, Technical Teachers' Association WEAC, NEA

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AREA BOARD OF VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT ONE
AND
DISTRICT ONE VOCATIONAL, TECHNICAL TEACHERS' ASSOCIATION
WEAC, NEA

## PREAMBLE

THIS AGREEMENT MADE AND ENTERED INTO effective the 1st day of July 1985 by and between the Area Board of Vocational, Technical and Adult Education District One (hereinafter referred to as the "Board") and the District One Vocational, Technical Teachers' Association, WEAC, NEA (hereinafter referred to as the "Union").

## ARTICLE I - RECOGNITION AND SCOPE

Section A - Recognition

1. The Board recognizes the Union as the exclusive bargaining representative of the eligible employees consisting of all regular full-time and regular part-time certified personnel working at least 50 percent of a full schedule for a semester in teaching or a closely related field (see note below for treatment of teachers working less than a 19-week semester and Pre-service Nursing Assistant teachers) employed by the Area Board of Vocational, Technical and Adult Education District One of Eau Claire, Wisconsin, including classroom teachers, ABE teachers, and other special teachers but excluding the district administrator, assistant administrators, coordinators, supervisors, specialists in administrative capacities, clerical and custodial employees, and vocational-adult instructors (i.e., Trade Extension, Adult High School Credit, and all other noncredit instructors).

   NOTE: To determine whether teachers working less than a full 19-week semester have worked at least 50 percent of a full schedule for that semester, the load of said teachers will be prorated on a 19-week base. Pre-service Nursing Assistant teachers will be included in the bargaining unit for an entire year (July 1 through June 30) if during one of the two previous years they have worked in the Pre-service Nursing Assistant program for 50 percent of a full load, prorated on a 38-week base for each year.

2. The Union and the Board agree, each for itself and with the understanding that each is responsible for its own action or inaction, that neither will discriminate (as defined by law) against properly qualified persons by reason of their age, race, creed, color, handicap, sex, national origin, or ancestry.

Section B - Implementation

1. The Board shall make available to the Union upon its request information available about the school district relevant to negotiations or necessary for the proper enforcement of the terms of this agreement. The president of the Union shall furnish the Director the name of the Union designee.

2. The Board shall permit a designated regular staff member of the Union to visit the school to investigate working conditions, teacher complaints or problems, or for any other purpose relating to the terms and conditions of this agreement. Such Union representative shall inform the administrator at least one school day in advance of his/her visit. Upon the representative's arrival, the administrator or his designee shall confer with the Union representative in order to facilitate the purpose of his/her visit. If conferences with teachers are necessary, they shall be scheduled so as not to interfere with the instructional program.

3. Any Board policy in conflict with this contract shall terminate on the effective date of this contract. The Board has the right to prepare a handbook for teachers setting forth the philosophy of the Board and its administration, as well as policy and work rules in conformance with the contract.

4. Whenever members of the Union are mutually scheduled by the parties to participate during working hours in conferences, meetings, or in negotiations respecting the collective bargaining agreement, they shall be granted the necessary time and shall suffer no loss in pay. Such periods shall not be regarded as periods of work to be made up later except voluntarily at the discretion of the teacher.

5. The Board shall supply the Union with enough copies of all agreements and supplements thereto between parties for distribution to all teachers, plus 35 additional copies.

6. Where any standing committee is established by the Board which calls for teacher representation, the Director shall appoint (these representatives) without regard to Union membership and said representation shall be voluntary.

7. The Union shall receive three (3) copies of the agenda prior to each meeting of the Board and three (3) copies of the minutes of each meeting following approval. Copies shall be placed in the mailbox of the designee of the Union.

Section C - Employees' Facilities

1. Teachers' lounges and rest rooms shall be provided. Said rooms shall be adequately and attractively furnished and provided with outside telephone service for local calls and a sink.

2. Provisions shall be made for a teachers' cafeteria which shall be adequate in size and attractively furnished.

3. Provisions shall be made for a reserved parking facility for employees.

Section D - Use of Facilities

1. The Board agrees that it shall furnish the Union a room for the purpose of conducting meetings. Space shall be given for posting notices regarding Union business on building bulletin boards.

2. The Union shall have the right to use the mail system and/or the mailboxes in and between school buildings for the purpose of communicating with teachers regarding Union or related activities.

ARTICLE II - MANAGEMENT RIGHTS

Section A

The Board shall have the right to direct all teachers in the performance of necessary work functions. This power shall not be exercised in a manner which will defeat the specific provisions or basic purposes of this agreement. The powers or authority which the Board has not officially abridged, delegated, or modified by this agreement are retained by the Board. The Board may promulgate reasonable work rules, and any dispute with respect to the reasonableness of such work rules shall be submitted to the Grievance Procedure set forth in the contract.

Section B

It is understood by the parties that every incidental duty and detail connected with each position or operation in any assignment or job description is not specifically set forth and that the assignment of new responsibilities shall be subject to the formation of reasonable work rules.

Section C - Layoffs

1. The Board reserves the right to lay off for lack of work or funds or the occurrence of conditions beyond the control of the Board or where the continuation of work would, in the Board's opinion, be wasteful and unproductive. When work and/or funds have been restored within two calendar years from date of layoff, contractual employees shall be hired back within their major instructional areas in reverse order of layoff and their seniority rights shall be restored as of the date they left service. Layoff due to lack of work or lack of funds shall be determined by seniority among those in the same area in which the layoff is necessary and for which the employees qualify. The question of order of layoff may be submitted to the Grievance Procedure for determination of its reasonable application.

2. Employees whose layoffs become effective during the school year and who receive their notice of layoff outside the time frame of Wisconsin Statutes 118.22 upon written request will be allowed a private conference with the Board regarding the layoff.

Section D

No teacher shall be discharged, disciplined, or nonrenewed except for just cause; provided, however, that teachers hired after January 1, 1973, shall serve a three-year probationary period with regard to nonrenewal only. During said three-year period, a teacher shall not be nonrenewed unless there exists a basis in fact therefor.

In the event a teacher is discharged, disciplined, or nonrenewed, the full Grievance Procedure as set forth in Article IV herein need not be followed. In such event, the following procedure shall apply:

1. The teacher and the Union shall be promptly notified in writing of the discharge, discipline, or nonrenewal, which notice shall contain a statement of the basis for the action. The teacher or the Union shall have five (5) school days within which to request a meeting with the Director (Step 2).

2. The Director shall meet upon request from the teacher within five (5) school days of such request for the purpose of discussing the action taken and the basis therefor. The teacher may have representation and counsel present at such meeting. Within five (5) school days following said meeting, the Director shall notify the teacher and the Union of any change in the employer's position.

3. If the teacher and/or the Union remain dissatisfied with the action taken after meeting with the Director, either of them may submit the decision, within ten (10) school days, to the Wisconsin Employment Relations Commission for final and binding arbitration, pursuant to the provisions of Step 4 as set forth in Section C, Article IV. Failure to comply with the ten (10)-day time limit set forth above shall be deemed a waiver of the right to arbitrate the issue.

Section E

Upon request, the Board shall provide the Union president with a list of teachers who have failed to return their individual contracts by five (5) working days prior to April 15 of each year.

ARTICLE III - DUES CHECKOFF

Section A

The Board agrees to deduct Union dues from the wages of each employee who voluntarily authorizes such deduction in writing by signing the following form:

To: Area Board of Vocational, Technical and Adult Education District One

You are hereby authorized to withhold from each of the first 21 checks of each school year an amount of money equal to 1/21 of the yearly dues for membership in the District One Vocational, Technical Teachers' Association, WEAC, NEA, effectively immediately.

This authorization may be revoked by me effective as of September 15 of any school year by written notice to the treasurer of the District One Vocational, Technical Teachers' Association, WEAC, NEA, given on or before September 15 of that year. Without such notice, it is deemed renewed from year to year until revoked by me or upon termination of my employment.

Signature _____ School _____ Date _____

Section B

All funds collected by the Board as a result of such deductions shall be promptly remitted to the appropriate financial officer designated by the Union.

Section C

The amount of such dues shall be set by the Union, and the administration shall be notified in writing at least two (2) weeks prior to time of the first deduction.

Section D

1. The Union represents all of the employees in the bargaining unit, members and nonmembers, fairly and equally, and therefore, all such employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Union equivalent to the uniform dues required of members of the Union.

2. The Board agrees to deduct the amount of dues certified by the Union as the amount uniformly required of all members from the wage of all employees affected by this agreement and pay the amount so deducted to the Union.

Section E

The association and the Wisconsin Education Association Council (WEAC) do hereby indemnify and shall save the Board harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the Board, when Board action or nonaction is in compliance with the provisions of this article, and in reliance on any lists or certificates which have been furnished to the Board pursuant to this article, provided that the defense of any such claims, demands, suits, or other forms of liability shall be under the control of the association and its attorneys. However, nothing in this section shall be interpreted to preclude the Board from participating in any legal proceedings challenging the application or interpretation of this article through representatives of its own choosing and at its own expense.

ARTICLE IV - GRIEVANCE PROCEDURE

Section A - Definitions

1. A grievance is a complaint by any employee in the bargaining unit, or by the Union, where he/she or the Union feels a policy or practice is considered improper or unfair; where he/she or they allege there has been a deviation from, or the

misinterpretation or misapplication of, a practice or policy; or where there has been a violation, misinterpretation, or misapplication of any provision of any agreement existing between the parties hereto.

2. Wherever the term "school" is used, it is to include work location or functional division or group in which a grievance may arise. Wherever the term "assistant director" is used, it is to include the administrator of any work location or functional division or group. Wherever the term "Director" is used, it is to include the Director or any designee of the Director upon whom the Director has conferred authority to act in his/her place. Wherever the term "teacher" is used, it is to include any member or members of the bargaining unit. Wherever the term "Union building representative" is used, it is to include the Union building representative or his/her Union teacher designee.

Section B - General Applications

1. The Union shall have the right to present, process, or appeal a grievance in its name for any employee and also the right to take a grievance at any level on its own behalf and continue the processing of said grievance.

2. The teacher shall have the right to be represented by counsel or any additional persons he/she deems necessary at any step in this procedure; provided, however, that he/she gives notice of 24 hours that he/she will be represented by counsel or outside Union representative.

3. If a grievance is of such clear and present nature as to require immediate action, the Union may appeal to the Director immediately after the informal step.

4. The grievance procedures provided in this agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any teacher by law.

5. No decision or adjustment of a grievance shall be contrary to any provision of this agreement existing between the parties hereto.

6. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the Union to submit an appeal at the next step of this procedure.

7. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.

8. The Director or his/her designee shall make arrangements to allow reasonable time without loss of salary for a previously designated Union representative or the president or the vice-president to investigate grievances. In the event that clarification is necessary as to what constitutes reasonable time, the Director will consult with the Executive Committee of the Union before making final determination.

Section C - Procedure for Adjustment of Grievance

Grievances shall be presented and adjusted in accordance with the following procedures:

Any teacher within the bargaining unit with a grievance may first discuss the matter with the Assistant Director, either directly or accompanied by the Union representative, with the object of resolving the matter informally.

Step 1. In the event the matter is not resolved informally, the grievance stated in writing may be submitted to the Assistant Director or his/her designee and the Union representative within a reasonable time following the act or condition which is the basis of the grievance.

a. Within three school days after receiving the grievance, the Assistant Director or his/her designee shall communicate his/her decision in writing to both parties.

b. He/she shall furnish one copy to the teacher who submitted the grievance and two copies to the Union representative.

Step 2. If the grievance has not been resolved satisfactorily within five school days after receiving the decision of the Assistant Director, the aggrieved teacher and/or the Union may appeal from the decision at Step 1 to the Director. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 1.

a. Within five days after receipt of the appeal in writing setting forth the grievance, the Director shall hold a hearing on the grievance. This hearing shall be in private.

b. The aggrieved teacher, the Union representative, the Assistant Director, and the chairperson of the Union Grievance Committee or his/her Union designee shall be given at least two school days' notice of the hearing. In the event the aggrieved teacher or the Union intends to employ counsel or representative outside the members of the bargaining unit, 24 hours' notice of this intent shall be given to the Director.

c. The aggrieved employee shall be present at the hearing except that he/she need not attend where it is mutually agreed that no facts are in dispute and that the sole question before the Director is one of interpretation of a provision of any agreement between the parties thereof or of what is established policy or practice.

d. Within five school days after the hearing on the appeal, the Director shall communicate his decision in writing, together with the supporting reasons, to all parties present at the hearing.

Step 3. Within five school days after receiving the decision of the Director, the aggrieved teacher, through the Union or the Union in its own name, may appeal the decision directly to the Board. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 2. The Board may waive this step in the procedure and proceed directly to arbitration.

a. The hearing shall be held by the Board as soon as possible but in no event longer than ten school days.

b. The aggrieved teacher, the Union representative, the Assistant Director, the chairperson of the Union Grievance Committee, the Director, and the president of the Union (local) shall be given at least two school days' notice of the hearing.

c. Within five school days after the hearing on the appeal, the Board shall communicate its decision in writing, together with supporting reasons, to all parties present at the hearing.

Step 4. If the aggrieved party is not satisfied with the decision rendered by the Board, the party or the Union must appeal within ten school days this decision directly to the Wisconsin Employment Relations Commission for arbitration or their right of appeal is waived.

a. The arbitration shall be held under the rules of arbitration of the Wisconsin Employment Relations Commission.

b. The decision of the arbitrator shall be binding upon both parties and shall be final except for a decision which would reduce or eliminate aids provided for school operation from the state or federal government or other sources, or change or abridge a mandatory school law.

c. Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from, or adding to the provisions of this agreement.

d. Arbitration is limited to terms and conditions set forth in this agreement.

ARTICLE V - WORKING CONDITIONS

Section A - Seniority

1. Job seniority shall be the length of continuous service of a teacher in the school system.

   a. Full-time job seniority shall be the length of continuous full-time service of a teacher in the school system.

   b. A full-time teacher is defined as a person who is employed full-time for a school year.

   c. A part-time teacher (50 percent or more but less than full-time) is defined as a person working at least 50 percent of a full schedule for the school year.

   d. A limited-term teacher is:

      (1) A person who fills a vacancy of one school year or less with no reasonable expectation of continuing beyond one year or a person who fills a vacancy created by a regular teacher who retains bargaining unit status having been granted a leave of absence or given a special assignment of one school year or less. Such vacancy may be filled by the Board at its discretion subject to the limitations of this section.

      (2) A person who fills a vacancy created by new or additional work with no reasonable expectation of continuing beyond one year. Such vacancy may be filled by the Board at its discretion subject to the limitations of this section. In the event the position continues beyond one year, it will be posted and a contract issued.

   Teachers selected for limited-term positions will be issued a letter specifically identifying the beginning and ending dates of such employment.

   The parties recognize that a person might move from one limited-term position to another. In such case, each period of limited-term employment shall be considered separately and shall not operate to confer seniority rights upon the person involved.

2. A full-time employee's seniority starts with his/her initial date of full-time employment. In case of two or more employees starting on the same date, the tie shall be broken by applying the following criteria:

   a. If two or more employees start on the same date, seniority shall be given to the employee who has accumulated the most part-time hours. Part-time employment, for this purpose, is employment remunerated by a prorate of the salary schedule (Appendix A) for a semester or more.

   b. If two or more employees started the same date and have accumulated the same part-time employment, seniority shall be given to the employee who signed the contract first.

   c. If both of the above in (b) are equal, seniority shall be decided by a toss of a coin.

   d. Summer work shall not be counted for seniority purposes.

3. In the event of a dispute, a designated representative of the Union may examine the dates of employment.

4. For purposes of seniority, a part-time teacher (50 percent or more but less than full-time) is defined as a person working at least 50 percent of a full schedule for any given semester.

5. Teachers who are employed less than full-time but on a part-time basis (50 percent or more as per unit description) for two consecutive semesters shall acquire part-time seniority with the beginning of the third consecutive semester of part-time employment which shall be retroactive to the beginning of the first.

6. Part-time seniority shall be distinguished from full-time seniority and shall give part-time employees no right superior to those of full-time employees. When a layoff occurs, the Board agrees that part-time employees will be laid off according to part-time seniority before layoff of any full-time teacher subject to the conditions set forth in Section C of Article II.

7. In making assignments pursuant to Article V, Section J, the Board agrees to identify part-time assignments as soon as possible after all full-time contractual teacher assignments are completed. Part-time employees shall be accorded, as between themselves only, the same rights accorded full-time employees in Section J, Teaching Assignments and Duties, paragraphs 1 and 2, except for the time limitations set forth therein, which are not applicable to part-time employment.

8. Teachers moving from the part-time seniority list to the full-time seniority list shall not carry any part-time seniority date with them but shall be accorded full-time seniority from the date of commencement of their full-time employment.

9. Part-time employees may apply for vacant full-time positions (both limited term and regular). Employees with part-time seniority in service shall be given preference, all other factors being equal. Should a part-time employee be awarded a full-time limited-term vacancy, he/she shall remain on the part-time seniority list and accrue only part-time seniority for the duration of the assignment. Full-time teachers filling limited-term assignments shall continue to accrue regular full-time seniority. Teachers from outside the bargaining unit employed to take a limited-term vacancy, or to fill a vacancy created by a full-time employee's filling a limited-term vacancy, shall accrue no seniority; provided, however, that if they are continued as a part-time or full-time employee, their seniority shall date back to the commencement of the limited term for which they were originally employed.

10. The parties recognize that part-time vacancies are extremely difficult to anticipate and that, therefore, Section B, Transfer Procedure, and Section C, Promotion Procedure, of this article cannot be applied to vacancies or promotions where part-time positions are involved. However, the Board agrees to keep part-time employees apprised of part-time vacancies in their respective areas and to accord to part-time employees, as among themselves only, rights similar to those given full-time employees in Sections B and C.

11. Except as expressly provided in this Section (A), part-time employees are not covered under the following: Article V, Section J, Teaching Assignments and Duties; Article VIII, Section F, Sabbatical Leave; and Article VIII, Section K, Industrial Leave.

Section B - Transfer Procedure

1. A list of anticipated vacancies for the coming school year shall be posted in each school and on file in the Board office, and a copy shall be sent to a designee of the Union.

2. If vacancies occur at any time other than during the 38 weeks of the regular school year, the Board shall mail a copy of the list of vacancies to each member of the bargaining unit.

3. Whenever a new school is opened, the number of vacancies at each level or in each classification shall be posted in like manner.

4. Requests for transfer shall be submitted in writing to the Director.

5. Transfer requests should show preference of school, department, and subject.

6. Such requests shall be granted on the basis of seniority, all other factors being equal; provided, however, that transfer requests may be denied if the granting thereof would materially affect the implementation of the Hours and Loads Committee standards.

7. If a teacher does not receive the position requested, he/she shall be notified of the reasons.

8. Teachers shall not be required to accept any assignment or transfer to a school more than fifteen (15) miles distant from the city of Eau Claire. If a teacher is based in a school other than Eau Claire in Area Vocational, Technical and Adult Education District One, the same principle shall apply.

9. A list of all transfer requests which have been approved shall be on file in the Board office, and a copy shall be sent to a designee of the Union.

Section C - Promotion Procedure

Employee promotions shall be accomplished by the following specific steps herein agreed to:

1. Administration shall post forthcoming promotions and other vacancies, including the required qualifications, and forward a copy of said posting to the Union designated representative when the vacancy occurs. If vacancies occur at any time other than during the 38 weeks of the regular school year, the Board shall mail a copy of the list of vacancies, including the required qualifications, to each member of the bargaining unit.

2. Qualified employees may apply in writing for the promotion or other vacancies.

3. Employees with senior time in service shall be given preference, all other factors being equal.

4. All applicants within the bargaining unit shall be interviewed and their qualifications reviewed, but the administration shall be free to interview applicants outside the system. All other factors being equal, first preference shall be given to presently employed personnel.

5. Upon selection of an applicant for promotion, the name of the person selected shall be posted on the employees' bulletin board, and on file in the Board office, and a copy shall be sent to a designee of the Union. If an unsuccessful member of the bargaining unit wishes, he/she may contact the Director for an appointment to discuss the selection; and where said member of the bargaining unit failed to qualify for selection, the Director shall give said employee information which could help him/her grow in professional competence so that he/she may be eligible for selection at a future time.

Section D - Summer School

1. Teaching positions in the summer session will be posted as they become known and shall be filled by teachers on the regularly employed staff of the preceding year, if such qualified teachers are available and consent. Regularly employed staff for purposes of summer school assignments is interpreted in the following order:

a. Staff having taught during the previous school year within the instructional area.

b. Staff having previously taught within an instructional area.

c. Staff who are qualified but have not taught in the instructional area.

Otherwise, such positions shall be filled at the discretion of the administration. Teachers shall notify the administration of their availability within ten days after posting.

2. The summer school position shall be offered on the basis of training, experience, and qualifications of the teacher in relation to the requested position and, secondly, on the basis of seniority in the school system. Priority of request, in the case of tie in seniority and qualifications, shall be determined by the Director.

3. In scheduling summer sessions, every effort shall be made to establish a 3/5 load in the eight-week session for each teacher employed in the summer session.

ection E - School Year

1. Length. The school year for teachers shall consist of 190 days, 173 of which shall be instructional days. (See Appendix B - School Calendar.)

2. One in-service day may be used by each teacher to attend conferences, meetings, or seminars relevant to the teacher's area of expertise. This day may substitute for the assigned in-service day but will not be counted for certification or salary movement. These days must be requested in advance, in writing, and must be approved in advance by the District Director or his designee.

ection F - Substitute Teaching

t is not the duty of the teacher to obtain his/her own substitute teacher for sickness, njury, or time off granted under the contract. The teachers should help obtain a ubstitute for other reasons.

ection G - Class Size, Preparations, and Load

1. Every reasonable effort shall be made to keep the teacher's class load, class size, and number of preparations within the standards established by the Hours and Loads Committee on October 6, 1977, and amended standards of May 27, 1981.

2. Beginning with the 1978-79 school years, the Board agrees that a teacher's salary will be adjusted on a prorated basis, such that if the teacher's load exceeds 105 percent for a school year (two semesters), the salary shall be adjusted upward for that portion of the load which exceeds 105 percent.

ection H - Professional Facilities

1. Each teacher shall be assigned space adequately furnished to fulfill his/her professional needs.

2. Clerical assistants shall be provided for the purpose of accomplishing nonteaching chores. Clerical assistants are defined as persons who type tests and letters, operate copy machines, prepare transparencies, and such other duties as may be determined by the administration. Teachers shall be required to present material or give notice of intent to present material one day prior to date of completion of material.

Section I - Professional Standards

1. Faculty and Committee Meetings:

   The present policy of one foreshortened day each week shall be continued to accommodate student and faculty meetings as well as some in-service. Where faculty and committee meetings cannot reasonably be scheduled during this time, they may be scheduled beyond the regular in-service time.

2. Part-time Teachers:

   a. Part-time teachers shall be classified by educational background and experience using the same criteria as that used to place regular full-time day school staff, and their compensation shall be prorated on a basis proportionate with the regular rate of pay for full-time teachers at that classification.

   b. All part-time teachers shall receive fringe benefits and other specified benefits in proportion to their teaching load and based on the same consideration as herein prescribed for regular full-time teachers.

   c. All teachers employed after the beginning of the school year shall be credited with the proportionate amount of fringe benefits and other specified benefits as herein prescribed for regular full-time teachers.

3. Retirement Policy:

   a. All teachers included in the State Teachers' Retirement System shall retire when they reach the age of 70 years, or at an earlier retirement age in accordance with state and federal regulations, if the teacher so desires.

   b. If a teacher has not reached the age of 70 years by the opening day of a given school year, he/she shall be entitled to employment for that entire school year.

   c. If the Board should, due to need of the teacher's services, renew or extend a contract to a retired teacher who has been a member of the teaching staff in Area Vocational, Technical and Adult Education District One, the salary paid to the teacher shall be in accordance with his/her placement and classification on the salary schedule at the time of retirement.

   d. The Board shall offer an early retirement stipend to teachers who elect to retire between the ages of 59 and 65 who have a minimum of ten years' teaching experience in the district.

      The amount of stipend paid by the Board shall be according to the following formula:

      S x R X .12 = Stipend

      Where S = Salary Final Year of Employment
            R = Number of Years Retired Early (up to a maximum of 3)

      This early retirement cannot begin during the school year except for special circumstances and with the approval of the District Director. This program cannot be used in conjunction with disability.

      This early retirement program shall continue through June 30, 1989. At the end of that period, both parties will evaluate the program; and if acceptable to both parties, the program may be renegotiated. Any teacher retiring under this plan shall be carried to the completion of his/her program.

The Board agrees to pay in full the cost of hospital-surgical insurance for all retirees who have reached the age of 59 until they qualify for Medicare or, at the employee's option, until age 65. Such payment shall not exceed the premium level of family coverage in effect at the time of the employee's retirement.

Payment of this stipend is to be made in one sum in January of the year following retirement or as equal monthly payments to age 65. The retiree shall make the choice of payment schedule, and in the event of his/her death, the unpaid balance shall accrue to the retiree's estate.

Section J - Teaching Assignments and Duties

1. It is agreed that all teachers shall teach in their certified teaching area. In assigning teaching duties, the administration shall give first consideration to the primary or secondary professional competence of the teacher and to his/her experience in other fields as a teacher. Exception may be made to this in the interest of the teacher, the students, or for emergency reasons. Prospective teaching assignments shall be reviewed with the teacher 30 days prior to the beginning of the semester. If the supervisor fails to meet this deadline, the teacher may move immediately to

   Article IV, Section C, No. 2, of the Grievance Procedure, thus bypassing the Assistant Director by going immediately to the Director. Any further changes shall be reviewed with the teacher ten days prior to the beginning of the semester and actual teaching assignments as soon as they are determined.

2. Teachers desiring to express a preference in teaching assignments, to include classes and/or time, must submit such request in writing at least 55 school days prior to completion of the previous semester for which the request is made. Qualifications being equal, seniority shall prevail; provided, however, that requests hereunder may be denied if the granting thereof would materially affect the implementation of the Hours and Loads Committee standards.

3. Employees hired as instructors shall be required to be in the building for 35 hours per week. The time necessary for preparation and grading is left to the discretion of the individual instructor. Teachers shall post a minimum of six periods per week for student conferences. These periods shall be varied in such a manner as to afford as many students as possible the opportunity for a conference during any given week. A 50-minute lunch break shall be scheduled for each teacher. This time is not considered in-school time. Teachers, during periods with no specific assignments, may leave the building for professional activities during the work day upon clearing with their supervisor.

4. The parties recognize that in order to meet the changing demands of the District, it is necessary for the Board to employ part-time teachers and that the need for such teachers varies from department to department. However, it is not the intention of the Board to utilize these employees for the purpose of minimizing the number of full-time teachers on the staff or to capriciously deprive a teacher from obtaining either a 50 percent load or full-time status.

5. Part-time teaching opportunities in the General Education Division shall be reviewed during the 45 days immediately preceding the commencement of each semester for the purpose of determining how many less-than-full-time positions are available in each department for the succeeding semester. If there exists in any department of the General Education Division for two consecutive semesters part-time assignments in excess of a full-time position which can be reasonably consolidated, the administration will post a full-time vacancy, provided that the projected enrollment indicates sufficient classes for a full-time assignment.

Section K - Work Day

1. Every effort will be made to schedule all teachers within the normal work day. The normal work day is defined as a span of no more than seven hours and fifty minutes.

2. The parties recognize that assignments outside of the normal work day may be necessary. In that event the following procedure will be followed:

   a. Requests for these classes shall be granted in order of seniority among qualified teachers.

   b. Such requests shall not be granted if they result in an overload for one teacher and an underload for another teacher.

   c. In the event that there are no requests, these classes shall be assigned in order of inverse seniority.

3. This section shall not apply to the Farm Training and Production Agriculture programs.

Section L - Innovations and Changes

Whenever the Board installs new equipment, establishes new courses or new subject matter, or updates existing equipment, courses, or subject matter to such an extent that, in the opinion of the administration, additional skill or knowledge shall be required on the part of the employee to fulfill the objectives of the innovation, the Board shall provide, at its expense, a training program. This does not include training required for staff members preparing themselves for advancements.

Section M - Evaluation Procedures

1. A form appropriate for the evaluation of a teacher shall be adopted after consultation has taken place between the Director or his/her designee and the Union representatives.

2. If an evaluation is made of a teacher, he/she shall receive a copy of the evaluation and the teacher shall receive assistance if needed.

Section N - Teacher Files

1. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she read the material to be filed and does not necessarily indicate agreement with its contents.

2. The teacher shall have the right to answer any material filed, and his/her answer shall be attached to the file copy.

3. Upon request by the teacher, he/she shall be permitted to examine anything in his/her file originated by this institution. Materials submitted to this institution about said teacher of a confidential nature shall be excluded for the purpose of examination.

4. The teacher shall be permitted to read, take notes, and make copies at his/her own expense of any material in his/her file except material excluded in paragraph 3 above. Said examination will be made under reasonable rules of supervision set down by the administration.

5. No secret file or any material or record shall be kept on a teacher by the Board or the administration for any reason.

5. Official grievances filed by any teacher under the Grievance Procedure as outlined in this contract shall not be placed in the personnel file of the teacher, nor shall it be used in any recommendation for job placement.

ection O - Recommendations

any employee requests a letter of recommendation from the administrator, or his/her upervisor, and the administrator or supervisor agrees to write one, the employee may come and read a copy of said letter of recommendation.

ection P - Minimum Requirements

he minimum requirements for all teaching positions shall be no less than the minimum equirements set forth by the State Board of Vocational, Technical and Adult Education equirements for Certification--Chapter A-V3. Register, March, 1973, No. 207 and/or ebruary, 1981, No. 302.

ection Q - Academic Freedom

1. The parties recognize that a policy which encourages the teaching, investigation, and publishing of findings in an atmosphere of freedom and confidence is essential to the proper operation of the institution.

2. This philosophy is based on the belief that when students have the opportunity to learn and acquire knowledge from a variety of sources and opinions in an atmosphere of honest and open inquiry, they will develop greater knowledge and maturity of judgment.

3. Therefore, the freedom of each teacher to present within his/her classroom the truth as he/she understands it in relation to his/her area of professional competence, and as consistent with the outline and/or purpose of the course, is essential to the purposes of our school and society and shall continue to be upheld by the Board and the administration.

4. When the teacher speaks or writes as a citizen, outside of the school, he/she shall be free from administrative and school censorship and discipline. However, the teacher has the responsibility to clarify the fact that he/she speaks as an individual and not on behalf of the school.

5. The parties hereto recognize that the purpose of this institution is to establish, foster, and maintain courses of instruction for interested students, and the interests and needs of the public which support the institution and the students who utilize it are of paramount importance to both of the parties hereto. The overriding significant function of this institution, its governing body, staff, and faculty is service to the people of the district.

6. The parties further recognize that accompanying the policy of freedom set forth above is the responsibility of every teacher to present to his/her students opposing points of view as well as his/her own, relative to his/her area of professional competence, and as consistent with the outline and/or purpose of the course, and in a manner which is wholly objective and fair and equitable in order that the students' development of knowledge and maturity of judgment referred to above is unimpeded by bias or prejudice.

RTICLE VI - STUDENT NEEDS AND SERVICES

tudent Physical and Emotional Abnormalities

he administration shall advise all instructors, as soon after registration as possible, f any abnormalities in the students, whether physical or mental, which the administration eems as necessary knowledge for the instructor in carrying out his/her duties in relation o that student.

## ARTICLE VII - SAFETY AND HEALTH

### Section A - Purpose

The Board shall make reasonable provisions for the safety and health of its employees while in the course of their employment, and all employees are expected to cooperate to the best of their ability in the prevention of accidents to themselves, fellow employees, and students.

### Section B - Implementation

The Board and the Union shall cooperate in maintaining and making effective safety and good housekeeping rules that will eliminate hazards and make the school a safe and sanitary environment. The Director shall appoint a School Safety and Building Control Committee by October 1 of each year. This committee shall be composed of representatives of the administration and representatives of the bargaining unit. The number of representatives shall be determined jointly. The committee shall:

1. Meet for the purpose of discussing safety problems and shall inspect the physical plant to verify that adopted safety recommendations have been implemented.

2. Recommend the District provide such necessary in-service staff training in safety.

3. Make recommendations for the correction and elimination of unsafe or harmful conditions or practices.

4. Recommend adequate first aid supplies and equipment and keep all employees informed of all recommended first aid and safety procedures recommended by this committee.

5. Review all disabling injuries and illnesses, investigate causes of same, and recommend rules and procedures for the prevention of accidents and for the promotion of health and safety of the employees and the students.

6. Publish to the staff an accurate record of the proceedings after each meeting.

7. The School Safety and Building Control Committee and the Assistant Director for Student Services and his/her designee shall be directed to review the existing procedure for handling student illnesses or emergencies, and recommendations shall be implemented within 30 calendar days from the signing of the contract.

8. The administration shall provide the Union designee with a copy of any "Safety Hazard Check Off" form submitted to the administration.

### Section C - Worker's Compensation

A teacher employed by the Board who is injured or assaulted while in the line of duty or as a result of duty shall be protected by Worker's Compensation. In the event that a teacher is injured or assaulted and as a consequence receives Worker's Compensation, the employee shall be paid that portion of his/her salary which equals the difference between the amount received from Worker's Compensation and the teacher's regular salary for the period of absence caused by the disability; i.e., from the first day following the accident. This shall not be deducted from the regular and accumulated sick leave of the teacher.

ARTICLE VIII - LEAVES OF ABSENCE

Section A - Rules Governing

1. A teacher on unpaid leave, if he/she so desires, shall be permitted to make his/her own and the Board's regular contributions to all available benefits requiring such contributions.

2. For leaves during which the Board pays a portion of the teacher's salary, the Board agrees to make payment toward the fringe benefits outlined in this agreement in the same proportion that the salary payment during such leave bears to the teacher's regular salary, provided that such amounts shall not be less than 50 percent of the cost of such benefits.

3. The Board agrees to deduct from the salary of any teacher on part-salaried leave his/her contributions to the fringe benefits maintained by him/her during such leave; provided, however, that the teacher must make written request for such deductions prior to the start of the leave.

4. All teachers on leave shall accumulate seniority. Upon return the teacher shall be placed in his/her original position or in a position equivalent to the one previously held.

5. Sick leave shall not accumulate during leaves of one (1) year or more.

6. For any leave of one semester or longer, the Board shall have the election of reinstating the employee at a time mutually agreed upon in advance, in writing, by the employee and the Board but no later than the first working day of the semester following the agreed completion date of such leave. Any such written agreement shall be made prior to the leave.

Section B - Sick Leave

1. All employees covered by this agreement shall be granted a total of 15 days' sick leave at full compensation for each contract year of the term of employment which shall be cumulative to a total of 135 days.

2. Sick leave shall apply to absences resulting from personal illness, physical disability related to pregnancy, personal accident, or excused absences for personal and compelling reasons. For example, such leaves might be to attend the funeral of a close friend, for serious illness in the immediate family, or for other similar occasions. In any case other than personal illness or personal accident, the employee shall file a written request with the Director. Such request shall be held in confidence. The Union president shall be notified of action taken on requests for personal and compelling reasons. Up to four days of sick leave annually may be used for personal and compelling reasons.

3. At the beginning of each new school year, each teacher shall receive an accounting in writing of the total number of sick leave days he/she accumulated to that time.

4. A newly employed teacher shall accrue the 15 days for the first contract year immediately.

5. Continuing teachers shall accrue the additional 15 days for the new contract year immediately.

6. An employee on sick leave who either has exhausted his/her accumulated sick leave days or has become eligible to receive long-term disability benefits (whichever occurs sooner) shall be considered thereafter to be on an unpaid "extended sick leave." Where extended sick leave occurs beyond the semester in which the leave began, such employee shall be entitled to return to his/her former position only at the commencement of a subsequent semester, provided that the employee has given the employer written notice of his/her intention to return, accompanied by a written

statement from his/her physician certifying that the employee is physically capable of returning to his/her former position. The employer will inform the employee on extended sick leave that a written notice of his/her intention to return must be received not less than 45 days prior to the commencement of the semester. The maximum period an employee may be on extended sick leave will be six (6) consecutive full semesters.

During the first two (2) full semsters of the employee's period of extended sick leave, he/she shall be eligible to receive the insurance benefits described in Article IX, Section E (Fringe Benefits), paragraphs 1-5, of this agreement.

Following the second full semester of the employee's extended sick leave, the employee's eligibility to receive said insurance benefits shall cease, but the employee, at his/her request in writing, shall be granted up to an additional four (4) semesters of leave, without paid benefits of any type.

An employee who has exhausted his/her extended sick leave (or who has failed to avail himself/herself of such unpaid leave) shall be considered as having terminated his/her employment with District One.

Section C - Child Rearing Leave

1. A leave of absence, without pay, for a period of up to one (1) year shall be granted to an employee for child rearing, in the case of a newly born or newly adopted infant.

2. Requests for such leaves of absence shall be made to the Director in writing at least 30 days prior to commencement of the leave.

3. Extension of such leave of absence for a period of up to one (1) additional year may be granted by the Director upon receipt of a written request at least 30 days before expiration of the leave.

Section D - Bereavement Leave

1. An employee may be granted up to five days' bereavement leave for a member of his/her immediate family or dependent who lives in his/her household. Special additional time may be allowed in special circumstances upon receiving a written request from the employee.

2. "Immediate family" is defined to mean husband, wife, father, mother, grandfather, grandmother, grandchildren, brothers, sisters, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, or the employee's children. The foregoing is intended to cover legal as well as blood relationship.

Section E - Military Leave

1. An employee who is a member of a reserve component of the armed forces who is required to enter upon active duty or temporary special service shall be paid the difference between the amount of pay he/she received from the federal or state government for such duty and his/her normal earnings calculated on the basis of his/her normal weekly salary for time lost while on such duty, up to a maximum of four (4) weeks per year. However, if such employee has the option of filling said required service time outside of the school year, no benefit shall be paid for his/her election to take it during the school year. Such items as subsistence, rental, and travel allowance shall not be included in determining pay received from the government.

2. Any employee covered by this agreement who leaves to enter the Armed Forces by: 1) induction, 2) enlistment during times of declared national emergencies, or 3) enlistment if satisfactory evidence is provided to the Director that such enlistment is for the purpose of selecting a branch of the armed services rather than submitting to the draft shall be granted a leave of absence until such time as service in the armed forces is terminated.

Section F - Sabbatical Leave

The Board shall offer a sabbatical leave for one teacher for each fifty teachers or fraction thereof, providing said teachers are not from the same department and have taught in District One for a period of five years. The Board shall pay one-half of the salary of said teacher less any amount over one-half year's salary received from any grants. The Board shall also pay 75 percent of the cost of the teacher's fringe benefits. The total received from grants and salary paid by the Board shall not exceed the current year's salary of said teacher. (Example: teacher's current salary--$10,000. Receives grant of $4,000, so the Board shall pay $5,000. If grant received is $5,500, the Board shall pay $4,500.) Such leave shall be for a period of one semester or one year, providing that the teacher agrees in writing to sign a note for pay received due and payable within two years after said leave. Said note to be canceled by the Board if the teacher teaches in the school system for those two years, dies, or becomes permanently disabled. (Procedure followed to apply for sabbatical leave appears in the Faculty Handbook.)

Section G - Jury Duty

1. A teacher absent from duty because he/she has been selected for jury duty or a court subpoena shall be paid by the Board the differential between his/her regular salary and that for court duty for the period of time he/she is required to serve.

2. Such items as subsistence, travel, or other expense allowance paid shall not be included in determining pay received from the government.

Section H - Professional Leave

Professional leave may be granted by the administration for the purpose of attending professional conferences, workshops, institutes, and other meetings related to the teacher's discipline, as outlined in the Faculty Handbook.

Section I - Convention Leave and Union Leave

1. It is agreed that time off shall be provided for attending the WVA Convention with no reduction in pay. The Board may require a minimum of ten days' notification of intention to attend. The Board will continue its present policy of paying for the registration fee and luncheon tickets. Teachers not attending the convention will be required to report for work.

2. Teachers shall be granted leave to attend the WEAC Convention with no loss in pay, but the Board may require a minimum of ten days' notification of intention to attend. Teachers not attending the convention will be required to report for work.

3. In addition to the leave granted in Section I, No. 2, above, the Board may make available to the Union a total of five (5) days annually with pay for business which is mutually determined by the president of the Union and the District Director to be beneficial to the Union and the Board. Such time could include convention attendance, appearance at legislative hearings, service on study committees, representation on civic commissions, and other similar activities.

Section J - Community Service Leave

1. Upon request, a teacher shall be granted such leave without pay.

2. Such leaves are limited to four years unless the Board grants additional time.

3. Such leaves include but are not limited to the following:

   a. Election or appointment to an office in the federal, state, county, or municipal government or a subdivision thereof, or to the state or national union.

   b. Election or appointment to an office in a local union cooperative or credit union enterprise serving Board employees.

   c. Acceptance of an assignment as a volunteer in the Peace Corps or VISTA.

4. The teacher shall notify the Board, in writing, of his/her intention of accepting such office or assignment and shall keep the Board informed of his/her status at annual intervals thereafter.

Section K - Industrial Leave

1. Leave may be granted by the Board for the purpose of acquiring experience and knowledge in the teacher's instructional area.

2. The leave, which may be for less than one semester, shall not exceed the period of one year, and the period of such leave shall be determined in writing prior to the granting of such leave.

3. Such leave, when granted, shall be available to one teacher for fifty teachers or fraction thereof, providing said teachers are not from the same department and have taught in the system for a period of five years.

4. The Board shall pay the teacher the difference between the job salary and the semester or yearly contractual salary for the period of the leave if such payment does not exceed 50 percent of the teacher's contractual salary for the length of the leave period. If the period of employment is less than one year, the benefits from the District will be prorated accordingly. Upon satisfactory completion of a one-year leave (and fulfillment of the teacher's obligation to resume employment with the District), the teacher will receive an annual stipend upon continued employment in the amount of $500 after the first additional year, $300 after the second additional year, and $200 after the third additional year. Such payment will be made upon completion of the year's employment. If the leave is for less than one year, the stipends shall be prorated accordingly.

5. The teacher shall sign a note for any pay difference received. Said note to be canceled by the Board if the teacher teaches in the school system for a period of two years, dies, or becomes permanently disabled.

6. The procedure followed to apply for industrial leave will be developed by mutual agreement and appear in the Faculty Handbook.

Section L - Long-Term Personal Leave

1. Long-term personal leave (for not less than one (1) semester) may be granted at the discretion of the District Director for the purpose of personal and/or compelling reasons. Such leave will be without pay.

2. Personal leave shall not exceed the period of one (1) year, and the period of said leave shall be determined in writing prior to the granting of said leave.

3. Long-term personal leave shall not be coordinated with other contractual leaves except sick leave when, at the discretion of the District Director, it may be allowed for the remainder of the school year or longer.

4. The Union president shall be notified regarding action taken on requests for long-term personal leave.

## ARTICLE IX - SALARY AND TEACHER WELFARE

### Section A - Salary Schedule

1. The regular schedule shall be adhered to for all teachers. (See Appendix A.)

2. All teachers shall be reclassified so as to properly adjust their position on the salary schedule in accordance with their educational background and years of work experience. Each step on the schedule shall represent one year of experience. Teachers' reclassification shall be accomplished at the beginning of each semester and summer school session.

### Section B - Professional Growth and Salary Placement

1. Newly employed teachers shall be placed on the salary schedule and shall be credited for:

   a. Maximum amount of work experience according to state requirements for certification.

   b. Actual teaching experience.

   c. A combination of (a) and (b) shall be allowed to a total of eight years.

   d. The Director may, with Board approval, allow more than eight years' credit for actual experience earned.

2. At the discretion of the Director, teachers may be granted time to take courses in areas of training within the school related to the teacher's instructional area.

### Section C - Method of Payment

1. Salary shall be paid in installments every other Friday.

2. Upon written request, teachers shall receive their salary in equal installments over the contract period on every other Friday payable beginning with the first payday of the school year and ending with the regular payday following the last week of teaching.

3. Upon written request, teachers shall receive their summer checks on the regular payday following the last week of teaching. Such checks shall have withholding calculated on the basis of regular payroll periods.

4. Upon written request by the teacher, the Board shall deposit the teacher's summer checks in the bank or savings institution and account of his/her choice. Teachers will leave self-addressed, stamped envelopes and prepare deposit slips, except for the amount of deposit, for each payday that they wish to have their check deposited.

### Section D - Payroll Deductions

1. Employees shall have the option of electing payroll deductions for the Teachers Credit Union, the United Fund, NEA PAC, and the District One Foundation. Deductions for other agencies may also be authorized with the approval of the District Director.

2. On these employee payroll deductions, the Business Office shall be notified in writing two weeks prior to the payday for which the change is requested. The Business Office shall have three days from the date of the payroll deduction to transfer the deductions to the appropriate agency.

3. An authorization form shall be agreed upon by the District Director and the Union for notification of amount to be withheld and forwarded to the appropriate agency.

Section E - Fringe Benefits

No insurance benefits provided under this section will be reduced or discontinued during the term of this agreement. The Board will have the option of choosing any insurance carrier (other than HMO), provided that the coverage is equal to or better than existing coverage. Before any change in carriers is made, the Board agrees to consult with the Union. This provision is not intended to limit the Board's option to choose the insurance carrier of its choice.

1. Health Insurance

   a. The Board will pay 100 percent of each employee's premium for the Board-approved hospitalization and surgical insurance plan which shall include all current benefits including outpatient, major medical, and full diagnostic coverage. All hospitalization and surgical care insurance benefits shall become effective for each employee beginning on the first day of employment. Any increase in premium picked up by the Board during the term of this contract will be included as a part of the percentage increase for the next contract.

   b. Each individual employee shall be permitted to remain in either the Board-approved plan or the HMO plan for the duration of the contract; provided, however, that employees shall have the option of converting to or from the HMO plan, if eligible to convert, during the annual open-enrollment period.

2. Life Insurance

   a. The Board shall pay the premiums on term life insurance. This insurance shall be in the amount double to that subject to the rules and regulations of the Wisconsin Group Insurance Board.

3. Liability Insurance

   a. The Board agrees to continue the policy of providing liability insurance covering all employees.

   b. The Board agrees to continue paying the cost of said insurance.

   c. Selection of the carrier and terms of coverage shall be made by the administration.

4. Disability Insurance

   a. The Board agrees to pay the premium on long-term disability insurance. Coverage to include 80 percent benefits for six months, minimum $50 monthly benefit and integration of only the primary social security benefits.

5. Dental Insurance

   a. The Board will pay 100 percent of each employee's premium for a Board-approved dental insurance plan which shall include all current benefits. Effective March 1, 1986, all dental insurance benefits shall become effective for each employee beginning on the first day of employment. Any increase in premium picked up by the Board during the term of this contract will be included as a part of the percentage increase for the next contract.

Section F - Authorized School Business and/or Travel

Any teacher designated and/or authorized, by the Board, the Director, or other designated supervisor, to represent or conduct school business for Area Vocational, Technical and Adult Education District One who requires travel shall be compensated for his/her expenses at the following rates:

1. Transportation

   a. By use of any type of common carrier--actual fare in full.

   b. By private car--20 cents (20¢) per mile. This rate is based on the average cost of unleaded gasoline, as determined by the American Automobile Association (AAA), of $1 per gallon of unleaded self-service regular gasoline. In the event that the average price of gasoline increases or decreases, the rate shall be adjusted on the first day of each month by ½ cent (½¢) for each 5 cents (5¢) change in the price.

2. Hotel and/or motel--actual cost in full.

3. Meals--Meals while away on such travel shall be paid in full by the Board up to the amount set forth below:

   a. Breakfast - $3.50 each
   b. Lunch - $4.50 each
   c. Dinner - $9.00 each

   Banquet tickets causing excessive per diem meal expenses to be paid in full.

4. Other actual necessary costs shall be reimbursed in full.

5. Programs paid for in full or partially by state or federal government are omitted from this schedule and the schedule of said program shall apply.

Section G - Teachers' Retirement Fund

Effective January 1, 1986, the Board shall pay 6 percent (6%) of the teacher's salary as part of the teacher's contribution to the Wisconsin State Teachers' Retirement System.

ARTICLE X - ADMINISTRATIVE DIRECTIVES

Section A

Any administrative directive shall conform to the following procedures:

1. A copy shall be placed in the employee's mailboxes, and

2. A copy shall be posted on the faculty bulletin board, and

3. A copy shall be kept on file in the administrative offices.

4. All copies shall be signed.

5. The above requirements do not limit any additional requirements that the Board or Director feels necessary for the distribution of directives.

ARTICLE XI - ADVISORY COMMITTEE MEETINGS

Names of teacher consultants to the full-time program shall be provided to the advisory committees for their assistance.

ARTICLE XII - RULES GOVERNING THIS AGREEMENT

Section A - Conformity to Law

1. If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable to be performed or enforced except to the extent permitted by law. Any substitute action shall be subject to appropriate consultation and negotiation with the Union.

2. In the event that any provision of this agreement is or shall at any time be contrary to law, all other provisions of this agreement shall continue in effect.

Section B - Duration

This agreement and each of its provisions shall be binding on both parties from July 1, 1985, and continue in effect to June 30, 1986.

Section C - Future Contracts

This contract shall be considered a base contract for all future contracts between the Union and the Board. Any request for deletions, changes, or modifications in future negotiations shall be made in writing and shall refer to the page, article, and paragraph to which said deletion, addition, or modification is proposed.

IN WITNESS WHEREOF, the following have set unto their signatures and seals this 21st day of August 1986.

George F Nelson
President
District One Vocational, Technical
Teachers' Association, WEAC, NEA

Maureen Watson
Negotiations Committee
or
Secretary
District One Vocational, Technical
Teachers' Association, WEAC, NEA

gs:SP002
08/25/86

Patricia Woodell
Chairperson
Area Board of Vocational, Technical and
Adult Education District One

Patricia Langreck
Secretary
Area Board of Vocational, Technical and
Adult Education District One

AREA VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT ONE
Eau Claire, Wisconsin

SALARY SCHEDULE
July 1, 1985 - June 30, 1986

| Step | Bachelor's | Bachelor's Plus 10 | Bachelor's Plus 20 | Master's | Master's Plus 10 | Master's Plus 20 | Dr. or Spec. |
|---|---|---|---|---|---|---|---|
| 1 | $17,943 | $18,493 | $19,073 | $20,391 | $20,942 | $21,518 | $22,094 |
| 2 | 18,796 | 19,357 | 19,938 | 21,295 | 21,859 | 22,440 | 23,051 |
| 3 | 19,647 | 20,216 | 20,809 | 22,201 | 22,771 | 23,364 | 24,008 |
| 4 | 20,499 | 21,079 | 21,676 | 23,104 | 23,684 | 24,283 | 24,967 |
| 5 | 21,350 | 21,938 | 22,544 | 24,008 | 24,596 | 25,205 | 25,925 |
| 6 | 22,201 | 22,797 | 23,412 | 24,912 | 25,511 | 26,126 | 26,882 |
| 7 | 23,051 | 23,654 | 24,283 | 25,821 | 26,424 | 27,012 | 27,841 |
| 8 | 23,904 | 24,516 | 25,150 | 26,723 | 27,335 | 27,971 | 28,800 |
| 9 | 24,755 | 25,377 | 26,020 | 27,629 | 28,251 | 28,894 | 29,755 |
| 10 | 25,606 | 26,237 | 26,886 | 28,534 | 29,163 | 29,814 | 30,716 |
| 11 | 26,459 | 27,094 | 27,758 | 29,439 | 30,075 | 30,737 | 31,673 |
| 12 | 27,309 | 27,955 | 28,624 | 30,340 | 30,990 | 31,659 | 32,630 |
| 13 | | | | 31,245 | 31,894 | 32,563 | 33,533 |

1. Nondegree trade teachers will be at the Bachelor's placement. Upon completion of required courses for state certification, nondegree teachers, upon completion of ten additional credits approved by the Director, shall be placed at the Bachelor's Plus 10 column; and upon completion of 20 credits approved by the Director, shall be placed at the Bachelor's Plus 20 column. For the purpose of implementing this change, only credits earned since July 1, 1970, will be evaluated by administration in making adjustments for presently employed teachers.

2. Credits to satisfy the schedule beyond the Bachelor's and Master's Degree must be of graduate status in the instructor's area of certification. Undergraduate credits, summer institutes, and conferences attended by the teacher at his/her own expense and which include a supervisory evaluation or certificate of satisfactory completion available to the Board may be allowed if directly related to the teacher's work and approved by the Director in writing in advance of enrollment.

8/86

AREA VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT ONE
Eau Claire, Wisconsin

1985-86 SCHOOL CALENDAR

| | |
|---|---|
| | 1985 |
| August 12-16 | Teachers' In-Service Training |
| August 19 | Classes Begin |
| September 2 | Labor Day |
| October 18 | End of Nine Weeks |
| November 28-29 | Thanksgiving Recess |
| December 19 | Last Day of First Semester (Graduation) |
| December 20 | In-Service and Reports |
| | 1986 |
| January 7-10 | Teachers' In-Service Training |
| January 13 | Classes Begin |
| March 14 | End of Nine Weeks |
| March 21 | Last Day Before Spring Break |
| March 24-28 | Spring Recess |
| March 31 | First Day of Classes After Spring Break |
| April 17-18 | Wisconsin Vocational Association--In-Service |
| May 22 | Last Day of Second Semester (Graduation) |
| May 23 | In-Service and Reports |

REF.: Agreement between Area Board of Vocational, Technical and Adult Education District One and District One Teachers' Union

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The following side letter to the 1986-87 collective bargaining agreement between Area Board of Vocational, Technical and Adult Education District One and District One Vocational, Technical Teachers' Association WEAC, NEA is hereby agreed to by the parties:

1. If a minimum of 23% of the membership of the above-named Teachers' Association elect to join the Blue Cross DentaCare Plan prior to May 31, 1987, on the first day of the month following, the above-named Board will provide increased benefits in the Board-approved dental insurance plan to include a basic maximum individual benefit of $1,000 per member per year and a life time maximum of $1,000 for orthodontia.

2. A committee of three union members and three management staff will meet during the term of the contract to examine legislation, contracts, and other retirement issues and make recommendations to the union and management.

Dated this 15th day of January, 1987.

George F Nelson
President
District One Vocational, Technical
Teachers' Association, WEAC, NEA

Patricia J. Wodill
Chairperson
Area Board of Vocational, Technical
and Adult Education District One

Negotiations Committee
or
Secretary
District One Vocational, Technical
Teachers' Association, WEAC, NEA

Secretary
Area Board of Vocational, Technical
and Adult Education District One

Addendum

ADDENDUM TO THE 1985-86 AGREEMENT BETWEEN
AREA BOARD OF VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT
AND
DISTRICT ONE VOCATIONAL, TECHNICAL TEACHERS' ASSOCIATION WEAC, NEA

The following modifications in the 1985-86 contract are agreed to for the effective period of July 1, 1986 through June 30, 1987.

Article IX - Salary and Teacher Welfare
(Subsection 5 (Dental Insurance) of Section E (Fringe Benefits) is amended to read as follows:

5. Dental Insurance

a. The Board will pay 100 percent of each employee's premium for a Board-approved dental insurance plan which shall include all current benefits. All dental insurance benefits shall become effective for each employee beginning on the first day of employment. Any increase in premium picked up by the Board during the term of this contract will be included as a part of the percentage increase for the next contract.

b. Each individual shall be permitted to remain in either the Board-approved plan or the Blue Cross DentaCare plan for the duration of the contract; provided, however, that employees shall have the option of converting to or from the DentaCare plan, if eligible to convert, during the annual open-enrollment period.

Article XII - Rules Governing This Agreement
Section B (Duration) is amended to read as follows:

Section B - Duration
This agreement and each of its provisions shall be binding on both parties from July 1, 1986, and continue in effect to June 30, 1987.

Appendix A - Salary
See Attached

Appendix B - 1986-87 School Calendar
See Attached

Dated this 15th day of January, 1987

George F Nelson
President
District One Vocational, Technical
Teachers' Association, WEAC, NEA

Maureen Nelson
Negotations Committee
or
Secretary
District One Vocational, Technical
Teachers' Association, WEAC, NEA

Patricia J. Woods
Chairperson
Area Board of Vocational, Technical
and Adult Education District One

Patricia Sprague
Secretary
Area Board of Vocational, Technical
and Adult Education District One

Appendix A

AREA VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT ONE
Eau Claire, Wisconsin

SALARY SCHEDULE
July 1, 1986 - June 30, 1987

| Step | Bachelor's | Bachelor's Plus 10 | Bachelor's Plus 20 | Master's | Master's Plus 10 | Master's Plus 20 | Dr. or Spec. |
|---|---|---|---|---|---|---|---|
| 1 | $18,840 | $19,418 | $20,027 | $21,411 | $21,989 | $22,594 | $23,199 |
| 2 | 19,736 | 20,325 | 20,935 | 22,360 | 22,952 | 23,562 | 24,204 |
| 3 | 20,629 | 21,227 | 21,849 | 23,311 | 23,910 | 24,532 | 25,208 |
| 4 | 21,524 | 22,133 | 22,760 | 24,259 | 24,868 | 25,497 | 26,215 |
| 5 | 22,418 | 23,035 | 23,671 | 25,208 | 25,826 | 26,465 | 27,221 |
| 6 | 23,311 | 23,937 | 24,583 | 26,158 | 26,787 | 27,432 | 28,226 |
| 7 | 24,204 | 24,837 | 25,497 | 27,112 | 27,745 | 28,363 | 29,233 |
| 8 | 25,099 | 25,742 | 26,408 | 28,059 | 28,702 | 29,370 | 30,240 |
| 9 | 25,993 | 26,646 | 27,321 | 29,010 | 29,664 | 30,339 | 31,243 |
| 10 | 26,886 | 27,549 | 28,230 | 29,961 | 30,621 | 31,305 | 32,252 |
| 11 | 27,782 | 28,449 | 29,146 | 30,911 | 31,579 | 32,274 | 33,257 |
| 12 | 28,674 | 29,353 | 30,055 | 31,857 | 32,540 | 33,242 | 34,262 |
| 13 | | | | 32,807 | 33,489 | 34,191 | 35,210 |

1. Nondegree trade teachers will be at the Bachelor's placement. Upon completion of required courses for state certification, nondegree teachers, upon completion of ten additional credits approved by the Director, shall be placed at the Bachelor's Plus 10 column; and upon completion of 20 credits approved by the Director, shall be placed at the Bachelor's Plus 20 column. For the purpose of implementing this change, only credits earned since July 1, 1970, will be evaluated by administration in making adjustments for presently employed teachers.

2. Credits to satisfy the schedule beyond the Bachelor's and Master's Degree must be of graduate status in the instructor's area of certification. Undergraduate credits, summer institutes, and conferences attended by the teacher at his/her own expense and which include a supervisory evaluation or certificate of satisfactory completion available to the Board may be allowed if directly related to the teacher's work and approved by the Director in writing in advance of enrollment.

APPENDIX B

AREA VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT ONE
Eau Claire, Wisconsin

1986-87 SCHOOL CALENDAR

| | |
|---|---|
| | 1986 |
| August 11-15 | Teachers In-Service Training |
| August 18 | Classes Begin |
| September 1 | Labor Day |
| October 17 | End of Nine Weeks |
| November 27-28 | Thanksgiving Recess |
| December 18 | Last Day of First Semester (Graduation) |
| December 19 | In-Service and Reports |
| | 1987 |
| January 6-9 | Teacher In-Service Training |
| January 12 | Classes Begin |
| March 13 | End of Nine Weeks |
| March 13 | Last Day Before Spring Break |
| March 16-20 | Spring Recess |
| April 9-10 | Wisconsin Vocational Association--In-Service |
| April 17 | Good Friday |
| May 22 | Last Day of Second Semester (Graduation) |
| May 25 | Memorial Day |
| May 26 | In-Service and Reports |

REF.: Agreement between Area Board of Vocational, Technical and Adult Education District One
and
District One Teachers' Association, WEAC, NEA

ERIC Clearinghouse for Junior Colleges OCT 21 1988